

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

INNOVATIVE VENTURES, LLC,	:	
LIVING ESSENTIALS, LLC and	:	12 Civ. 5354 (KAM)(RLM)
INTERNATIONAL IP HOLDINGS LLC,	:	
	:	
Plaintiffs,	:	ANSWER TO THE SEVENTH
	:	AMENDED COMPLAINT
-against-	:	AND CROSS-CLAIMS OF
	:	DEFENDANTS STEERFORTH
ULTIMATE ONE DISTRIBUTING CORP., et al.,	:	TRADING, INC. AND
	:	ISAAC ANZAROOT
Defendants.	:	
	:	

Defendants, **STEERFORTH TRADING, INC.** (hereinafter referred to as “STEERFORTH”), improperly sued herein as STEERFORTH TRADING, INC. a.k.a STEER FORTH TRADING, INC., and **ISAAC ANZAROOT** (hereinafter referred to as “ANZAROOT”), by their attorneys, GOLDBERG, CORWIN & GREENBERG, LLP, as and for their Answer to the Seventh Amended Complaint (hereinafter referred to as the “Seventh Amended Complaint”) in the above-entitled action, states and shows to this Court, upon information and belief, as follows:

THE NATURE OF THE ACTION

1. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

2. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

3. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

4. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, except STEERFORTH and ANZAROOT admit that plaintiffs have commenced the instant action and respectfully refers the Court to the respective pleading filed herein for its contents.

5. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

6. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

7. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the trust of the allegations contained therein.

8. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

9. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

10. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

THE PARTIES

Plaintiffs

11. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

12. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

13. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

14. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the license agreement for its terms.

15. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, no answer is required in response to the allegation contained therein.

Previously Named Defendants

16. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

17. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

18. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

19. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

20. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

21. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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32. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

33. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, no answer is required in response to the allegation contained therein.

34. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

35. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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67. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

68. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein, except STEERFORTH and ANZAROOT admit that STEERFORTH is a New York corporation with its principal place of business at 154 Silver Lake Avenue, Edison, New Jersey 08817 as of the date of the filing of the Seventh Amended Complaint.

69. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein, except STEERFORTH and ANZAROOT admit that ANZAROOT is an officer of STEERFORTH.

70. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

71. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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79. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

80. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Defendants Newly Named in The Seventh Amended Complaint

81. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

82. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

83. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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87. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

88. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

JURISDICTION AND VENUE

89. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, such paragraph asserts conclusions of law to which no response is

required. To the extent a response is required, STEERFORTH and ANZAROOT deny the allegations contained therein, and respectfully refer all questions of law to the Court.

90. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer all questions of law to the Court.

91. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer all questions of law to the Court.

FACTUAL ALLEGATIONS

The 5-hour ENERGY® Product

92. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

93. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

94. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

95. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

96. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the trademark registrations for their terms.

97. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the trademark registrations for their terms.

98. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

99. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the copyright registration for their terms.

100. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

101. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

102. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

103. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, such paragraph asserts conclusions of law to which no response is required. To the extent a response is required, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

104. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, such paragraph asserts conclusions of law to which no response is required. To the extent a response is required, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

105. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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110. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Living Essentials' Discovery Of Counterfeit Product

111. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

112. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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116. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, such paragraph asserts conclusions of law to which no response is required. To the extent a response is required, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

117. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, such paragraph asserts conclusions of law to which no response is required. To the extent a response is required, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Living Essentials' Investigation And Court-Ordered Discovery Connects Defendants With The Counterfeits And Reveals The Factory Where They Were Packaged

118. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

119. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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126. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Midwest; Baja Exporting; JT Wholesale, Inc.; MCR Innovations and Packaging, Inc.; MCR Printing and Packaging Corp.; Trimexico Inc.; Justin Shayota; Walid Jamil; Joseph Shayota; Adriana Shayota; Raid Jamil; Mario Ramirez; Camilo Ramirez; and Naftaunited.com

127. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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145. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

146. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

147. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

148. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Leslie Roman, Donna Roman, and Flexopack

149. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

150. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

151. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

152. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

153. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

154. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

155. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant One Stop Label Corporation

156. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

157. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

158. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

159. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Juan Romero, Nutrition Private Label, Inc. and Advanced Nutraceutical Manufacturing LLC

160. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

161. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

162. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

163. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

Involvement of Defendants Ultimate One Distributing Corp.; Gulam Najimi, a.k.a. Ghulamali Ali Najimi; Wally Najimi, a.k.a. Ahmed Wally Najimi; Price Master Corp.; and Abdul Satar Najimi

164. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

165. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

166. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

167. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

168. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Excel Wholesale Distributors, Inc. and Farid Tursonzadah, a.k.a. Farid Turson

169. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

170. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

171. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Core-Mark International, Inc.

172. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

173. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

174. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

175. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

176. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

177. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

178. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

179. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

180. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

181. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

182. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

183. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Heights Deli and Company; Richmond Wholesale Company, Inc.; and Saquib Khan

184. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

185. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

186. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant CVS Caremark Corp.

187. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

188. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

189. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

190. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of the 7-Eleven Defendants

191. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

192. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

193. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

194. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

195. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

196. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

197. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Prestige Mobil

198. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Kaival Deli & Catering

199. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Valero Retail Holdings, Inc.

200. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

201. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

202. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Nevins Gourmet

203. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants New Island Deli, Delta Distribution Services Corp., Empire Trade Wholesale Corp., and Sulaiman S. Aamir

204. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

205. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

206. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

207. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

208. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Brothers Trading Co., Inc. d/b/a Victory Wholesale Grocers

209. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

210. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Quality King Distributors, Inc.

211. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

212. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

213. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

214. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Baseline Distribution, Inc. and David Flood

215. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

216. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Moa Trading, Inc. and Mark K. Lee

217. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

218. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

219. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

220. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

221. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

222. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Capital Sales Company

223. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

224. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Elegant Trading, Inc. and Ahmed Bhimani

225. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

226. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information

sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

227. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Food Distributors International, Inc. and Scott Tilbrook

228. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

229. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

230. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

231. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Top Choice Trading USA, Inc.

232. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

233. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

234. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Universal Wholesale, Inc. and Joseph Sevany, Sr. a.k.a. Joe Zaitouna

235. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

236. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer the Court to the deposition transcript memorializing the testimony referred to in said paragraph.

237. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

238. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

239. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Purity Wholesale Grocers, Inc.

240. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

241. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

242. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Shah Distributors, Inc. and Arvind Shah

243. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

244. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

245. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants Steerforth Trading, Inc. a.k.a. Steer Forth Trading, Inc. and Isaac Anzaroot

246. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

247. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

248. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, except that STEERFORTH and ANZAROOT admit that STEERFORTH purchased 5-hour ENERGY® products from Quality King.

Involvement of Defendant Akshar Services LLC a.k.a. Perfume Shower

249. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendant Mike Wholesale a.k.a. Mikes-Wholesale.com

250. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

Involvement of Defendants John Does 1-10

251. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

**FIRST CLAIM FOR RELIEF
FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. §1114(1)(a))**

252. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

253. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

254. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

255. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

256. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

257. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

SECOND CLAIM FOR RELIEF
FEDERAL TRADEMARK INFRINGEMENT (15 u.s.c. §1114(1)(b))

258. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

259. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

260. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained

therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

261. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

262. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

263. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

THIRD CLAIM FOR RELIEF
CONTRIBUTORY TRADEMARK INFRINGEMENT

264. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

265. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information

sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

266. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

267. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

268. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

269. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

270. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

271. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

FOURTH CLAIM FOR RELIEF
FALSE DESCRIPTION AND DESIGNATION OF ORIGIN IN COMMERCE

272. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

273. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

274. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

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therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

277. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

FIFTH CLAIM FOR RELIEF
FEDERAL FALSE ADVERTISING

278. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

279. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

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281. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information

sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

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SIXTH CLAIM FOR RELIEF
FEDERAL DILUTION OF MARK

285. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

286. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein, and respectfully refer all questions of law to the Court.

287. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

288. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

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292. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information

sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

SEVENTH CLAIM FOR RELIEF
FEDERAL COPYRIGHT INFRINGEMENT

293. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

294. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

295. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

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297. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, and deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant.

298. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained

therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

299. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

300. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

301. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

EIGHTH CLAIM FOR RELIEF
NEW YORK DILUTION OF MARK AND INJURY TO BUSINESS REPUTATION

302. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

303. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information

sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

304. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

305. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

306. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

307. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

308. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

NINTH CLAIM FOR RELIEF
NEW YORK DECEPTIVE BUSINESS PRACTICES

309. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

310. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

311. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

312. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

313. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

314. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

TENTH CLAIM FOR RELIEF
COMMON LAW UNFAIR COMPETITION

315. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

316. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

317. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

318. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

319. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained

therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

ELEVENTH CLAIM FOR RELIEF
COMMON LAW UNJUST ENRICHMENT

320. STEERFORTH and ANZAROOT repeat and reiterate each and every admission and denial hereinabove set forth to the extent that the respective allegations to which they respond are incorporated by reference in the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, with the same force and effect as if fully set forth at length herein.

321. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

322. With respect to the paragraph of the Seventh Amended Complaint identically numbered to this Paragraph, STEERFORTH and ANZAROOT deny the allegations contained therein as they pertain to STEERFORTH and ANZAROOT, deny knowledge or information sufficient to form a belief as to the truth of the allegations contained therein as they pertain to any other defendant, and respectfully refer all questions of law to the Court.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

323. The Seventh Amended Complaint, on one or more counts set forth therein, fails to state claims upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

324. The answering Defendants acted in good faith at all times.

THIRD AFFIRMATIVE DEFENSE

325. The answering Defendants reasonably believed that the subject 5-HOUR ENERGY product that it purchased from Defendant Quality King Distributors, Inc. which bore Plaintiffs' trademark, was authentic and genuine, and not counterfeit.

FOURTH AFFIRMATIVE DEFENSE

326. In its purchase, sale, and distribution of the subject 5-HOUR ENERGY product, the answering Defendants acted neither with willful deception nor scienter that the alleged infringing goods were counterfeit or would likely cause confusion.

FIFTH AFFIRMATIVE DEFENSE

327. The claims made in the Seventh Amended Complaint are barred, in whole or in part, because the alleged infringement, if any, was innocent.

SIXTH AFFIRMATIVE DEFENSE

328. The claims in the Seventh Amended Complaint are barred, in whole or in part, by applicable statutes of limitations.

SEVENTH AFFIRMATIVE DEFENSE

329. The claims in the Seventh Amended Complaint are barred, in whole or in part, by the doctrine of laches.

EIGHTH AFFIRMATIVE DEFENSE

330. The claims in the Seventh Amended Complaint are barred, in whole or in part, by the doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE

331. Plaintiffs unduly delayed giving notice to the trade or to the answering Defendants as to the likely or actual presence of alleged counterfeit products or packaging in the market. Plaintiffs, therefore, acquiesced in the distribution and sale of these products or

packaging, and by concealing such material information, hindered and prevented the answering Defendants from investigating the authenticity of the products or packaging bearing Plaintiffs' alleged trademarks and copyrighted material that were in the market, and to the extent that the same may have actually occurred, contributed, in whole or in part, to the unwitting purchase, sale, and distribution of the alleged counterfeit 5-HOUR ENERGY products by STEERFORTH.

TENTH AFFIRMATIVE DEFENSE

332. The claims in the Seventh Amended Complaint are barred, in whole or in part, by the doctrines of waiver, acquiescence and estoppel.

ELEVENTH AFFIRMATIVE DEFENSE

333. The claims in the Seventh Amended Complaint are barred, in whole or in part, on the basis that some or all marks at issue are generic or otherwise not protectable.

TWELFTH AFFIRMATIVE DEFENSE

334. The claims in the Seventh Amended Complaint are barred, in whole or in part, on the basis that some or all marks at issue lack secondary meaning.

THIRTEENTH AFFIRMATIVE DEFENSE

335. Plaintiffs' claims against the answering Defendants are barred, in whole or in part, because Plaintiffs' damages, if any, were not caused by the answering Defendants.

FOURTEENTH AFFIRMATIVE DEFENSE

336. Plaintiffs' claims against the answering Defendants are barred, in whole or in part, because Plaintiffs are using their 5-HOUR ENERGY trademarks to create a monopoly for themselves and eliminate secondary market competition in distributing the 5-HOUR ENERGY product rather than to protect their trademarks. Plaintiffs' actions are both in violation of the antitrust laws and unfair and amount to trademark misuse.

FIFTEENTH AFFIRMATIVE DEFENSE

337. Plaintiffs' claims for injunctive relief are barred, in whole or in part, because Plaintiffs cannot show they will suffer any irreparable harm from the answering Defendants' actions.

SIXTEENTH AFFIRMATIVE DEFENSE

338. The alleged injury or damage suffered by Plaintiffs, if any, would be adequately compensated by damages. Accordingly, Plaintiffs have a complete and adequate remedy at law and are not entitled to seek equitable relief.

SEVENTEENTH AFFIRMATIVE DEFENSE

339. The claims in the Seventh Amended Complaint are barred, in whole or in part, because of a failure to mitigate damages, if such damages exist.

EIGHTEENTH AFFIRMATIVE DEFENSE

340. Without admitting that the Seventh Amended Complaint states any claims, any remedies are limited to the extent that there is sought an overlapping or duplicative recovery pursuant to the various claims for any alleged single wrong.

NINETEENTH AFFIRMATIVE DEFENSE

341. The claims in the Seventh Amended Complaint are subject to dismissal based upon documentary evidence.

WHEREFORE, STEERFORTH and ANZAROOT demand judgment dismissing the Complaint as against each of them, with prejudice, in its entirety, with Plaintiffs taking nothing of STEERFORTH or ANZAROOT by this Complaint, and awarding STEERFORTH and ANZAROOT their respective costs, including reasonable attorneys' fees, and such other relief as the Court deems appropriate.

CROSS-CLAIMS

Defendants/Cross-claim Plaintiffs, STEERFORTH TRADING, INC.(hereinafter referred to as “STEERFORTH”), improperly sued herein as STEERFORTH TRADING, INC. a.k.a STEER FORTH TRADING, INC., and ISAAC ANZAROOT (hereinafter referred to as “ANZAROOT”), by its attorneys, GOLDBERG, CORWIN & GREENBERG, LLP, for its Cross-claims, state as follows upon personal knowledge as to itself and its own acts and otherwise upon information and belief:

GENERAL ALLEGATIONS

342. STEERFORTH is, and at all relevant times hereinafter mentioned was, a corporation organized under the laws of the State of New York, and has its principal office in the County of Kings, City and State of New York. STEERFORTH is, and at all relevant times hereinafter mentioned was, engaged in the purchase, sale and distribution of goods, wares and merchandise at a wholesale level. ANZAROOT is, and at all relevant times hereinafter mentioned was, an officer of STEERFORTH.

343. Upon information and belief, Cross-claim Defendant Quality King Distributors, Inc. (“QKD”) is, and at all relevant times hereinafter mentioned was, a corporation organized under the laws of the State of New York with an office in Bellport, New York. QKD is engaged, inter alia, in the wholesale purchase and sale of various goods, wares and merchandise, including, without limitation, health and beauty care products.

344. Personal jurisdiction is proper over QKD pursuant to Fed. R. Civ. P. Rule 4(k)(1) and N.Y. C.P.L.R. §§ 301 and 302.

345. The Court has jurisdiction pursuant to 15 U.S.C. §1121(a) and 28 U.S.C. §§ 1331 and 1338, and principles of supplemental jurisdiction, 28 U.S.C. § 1367(a).

346. The claims set forth herein arise out of and are part of the same transaction or occurrences as alleged in the Seventh Amended Complaint (the "Complaint") filed by plaintiffs Innovation Ventures, LLC, Living Essentials, Inc. and International IF Holdings LLC ("Plaintiffs"), and the determination of all claims in one proceeding is necessary and appropriate in order to avoid the multiplicity of actions that will result if STEERFORTH and ANZAROOT were required to defend Plaintiffs' claims, and then bring separate actions against QKD for, *inter alia*, indemnification of any sum or sums which STEERFORTH and ANZAROOT may be compelled to pay as a result of any damages, judgment or other awards arising out of the transactions or occurrences which are the subject matter hereof.

FIRST CLAIM FOR RELIEF
(INDEMNIFICATION)

347. Third-Party Plaintiffs STEERFORTH and ANZAROOT repeat and reiterate the allegations made in Paragraphs 343 through 346 hereinabove with the same force and effect as if fully set forth at length herein.

348. STEERFORTH and ANZAROOT are in no way responsible for the acts alleged in the Complaint or any claims asserted by any person or entity.

349. Upon information and belief, the alleged liability of STEERFORTH and ANZAROOT as set forth in the Complaint, if established, would be a direct and proximate result of the conduct of QKD.

350. STEERFORTH and ANZAROOT are entitled to indemnification from QKD for any sums paid or required to be paid as a result of any damages, judgments or other awards recovered against it, and for all other loss or damage that STEERFORTH and ANZAROOT may sustain because of any claims asserted against it, including costs and attorneys' fees incurred to date and any additional costs and expenses, including costs of investigation and reasonable attorneys' fees which may hereafter be incurred as a result thereof.

351. The exact amount of STEERFORTH and ANZAROOT's damages is not known at this time, and STEERFORTH and ANZAROOT seek leave to set forth the full amount of its damages pursuant to the pretrial procedures of this Court and the Federal Rules of Civil Procedure.

SECOND CLAIM FOR RELIEF
(BREACH OF CONTRACT)

352. Third-Party Plaintiffs STEERFORTH repeats and reiterates the allegations made in Paragraphs 343 through 351 hereinabove with the same force and effect as if fully set forth at length herein.

353. QKD sold various quantities of 5-Hour Energy® products to STEERFORTH.

354. Plaintiffs have alleged that 5-Hour Energy® products purchased by STEERFORTH from QKD are counterfeit in nature.

355. If the 5-Hour Energy® products purchased by STEERFORTH from QKD are counterfeit in nature, QKD materially breached its express contractual warranties made in conjunction with the sale thereof to STEERFORTH.

356. The aforesaid 5-Hour Energy® products were so purchased by STEERFORTH for the purpose of resale in the ordinary course of STEERFORTH's business, which QKD knew or should have known.

357. As a result of QKD's alleged or potential breaches of contract, as aforesaid, STEERFORTH has received, or anticipates receiving, returns of these 5-Hour Energy® products from certain of its customers, has voluntarily agreed to refrain from selling the products pending a determination as to their genuineness, is exposed to potential liability to Plaintiffs, including the cost of defense and its own attorneys' fees, and has suffered, and continues to suffer, damage to its reputation and other economic losses, all in an amount to be proven at trial and for which QKD is liable to STEERFORTH.

THIRD CLAIM FOR RELIEF
(FEDERAL FALSE DESCRIPTION AND FALSE DESIGNATION OF ORIGIN)

358. Third-Party Plaintiffs STEERFORTH and ANZAROOT repeat and reiterate the allegations made in Paragraphs 343 through 357 hereinabove with the same force and effect as if fully set forth at length herein.

359. If the allegations of the Complaint are proven to be true, then QKD, in connection with the alleged counterfeit products, used in commerce a word, term, name, symbol or device, or any combination thereof, or a false designation of origin, false or misleading description of fact or false or misleading representation of fact, which was likely to cause confusion or to cause mistake, or to deceive as to the approval of the goods at issue by their original manufacturer. Such conduct constitutes a violation of 15 U.S.C. § 1125(a)(1)(A).

360. STEERFORTH and ANZAROOT have been and continue to be damaged by QKD's above-stated alleged activities and conduct.

FOURTH CLAIM FOR RELIEF
(FEDERAL FALSE ADVERTISING)

361. Third-Party Plaintiffs STEERFORTH and ANZAROOT repeat and reiterate the allegations made in Paragraphs 343 through 360 hereinabove with the same force and effect as if fully set forth at length herein.

362. If the allegations of the Complaint are proven to be true, then QKD, in connection with the sale of the alleged counterfeit products, used a word, term, name, symbol, or device or any combination thereof, or a false designation of origin, false or misleading description of fact or false or misleading representation of fact, which in commercial advertising or promotion, misrepresented the nature, characteristics, qualities or geographic origin of the alleged counterfeit products. Such conduct constitutes a violation of 15 U.S.C. § 1125(a)(1)(B).

363. STEERFORTH and ANZAROOT have been and continue to be damaged by QKD's above-stated alleged activities and conduct.

FIFTH CLAIM FOR RELIEF
(BREACH OF STATUTORY WARRANTIES)

364. Third-Party Plaintiffs STEERFORTH repeats and reiterates the allegations made in Paragraphs 343 through 363 hereinabove with the same force and effect as if fully set forth at length herein.

365. If the allegations of the Complaint are true, QKD has materially breached the statutory warranties provided for in applicable state law, including but not limited to, N.Y. U.C.C. §§ 2-312 and 2-314, that title to goods be good, that the transfer of the goods be rightful, that the goods be free of the rightful claim of any third party by way of infringement or the like, and that the goods possess the ability to pass without objection in the trade.

366. By reason of the foregoing, QKD is liable to STEERFORTH for all damages suffered by STEERFORTH that have proximately resulted from its breach of one or more warranties, as aforesaid, including but not limited to, the purchase price, value of genuine goods, lost profits, damage to STEERFORTH's reputation and any and all other economic and consequential damages, costs, expenses and any potential liability and defense costs incurred by STEERFORTH arising from the purchase and sale of allegedly counterfeit 5-Hour Energy® products purchased by STEERFORTH from QKD.

SIXTH CLAIM FOR RELIEF
(EQUITABLE CONTRIBUTION)

367. Third-Party Plaintiffs STEERFORTH and ANZAROOT repeat and reiterate the allegations made in Paragraphs 343 through 366 hereinabove with the same force and effect as if fully set forth at length herein.

368. STEERFORTH and ANZAROOT have denied any responsibility whatsoever with respect to the liability for damages allegedly incurred by Plaintiffs.

369. If it should be found that STEERFORTH and ANZAROOT are in some manner liable, then any damages awarded against them were proximately caused or contributed to by the culpable conduct of QKD.

370. The culpable conduct of QKD shall be determined and apportioned and QKD compelled to pay such amounts as necessary such that neither STEERFORTH nor ANZAROOT shall be required to pay more than its respective *pro rata* share of any judgment or other award, if any, in accordance with the degree of negligence and/or fault attributed to STEERFORTH or ANZAROOT, if any.

SEVENTH CLAIM FOR RELIEF
(DECLARATORY JUDGMENT)

371. Third-Party Plaintiffs STEERFORTH and ANZAROOT repeat and reiterate the allegations made in Paragraphs 343 through 370 hereinabove with the same force and effect as if fully set forth at length herein.

372. An actual controversy exists between STEERFORTH and ANZAROOT, on the one hand, and QKD, on the other hand, in that STEERFORTH and ANZAROOT contend that if they are held liable to Plaintiffs or any other party, QKD is liable to STEERFORTH and ANZAROOT for indemnification and/or equitable contribution and the payment of STEERFORTH and ANZAROOT's reasonable attorneys' fees and costs incurred in defense of this action.

373. STEERFORTH and ANZAROOT request a declaratory judgment that QKD is required to pay the costs of defense as incurred by STEERFORTH and ANZAROOT in connection with Plaintiffs' claims and any other claims brought against it and to further provide for indemnification and/or equitable contribution in connection with any liability that may be adjudged against STEERFORTH and ANZAROOT. Such a determination is appropriate and necessary in that

STEERFORTH and ANZAROOT have no adequate or speedy remedy at law and the request of such a judicial determination will avoid a multiplicity of suits, resulting in judicial economy and furtherance of the interest of justice.

EIGHTH CLAIM FOR RELIEF
(COMMON LAW UNFAIR COMPETITION)

374. Third-Party Plaintiffs STEERFORTH and ANZAROOT repeat and reiterate the allegations made in Paragraphs 343 through 373 hereinabove with the same force and effect as if fully set forth at length herein.

375. If the allegations of the Complaint made as against STEERFORTH and ANZAROOT are true, QKD's conduct as hereinabove alleged, including, but not limited to, QKD's alleged "palming off" of allegedly counterfeit merchandise as genuine products, and allegedly encouraging or permitting others to "palm off" allegedly counterfeit product as genuine, constitutes unfair competition under applicable common law.

376. STEERFORTH and ANZAROOT has each been damaged, and will continue to suffer damages, by reason of QKD's alleged unlawful conduct and activities hereinabove alleged.

DEMAND FOR RELIEF

WHEREFORE, STEERFORTH and ANZAROOT demand that the Court enter judgment in its favor on its Cross-claims against QKD as follows:

(A) Awarding damages against QKD in an amount equal to three (3) times the amount of STEERFORTH and ANZAROOT's actual damages incurred by reason of the facts and occurrences alleged herein;

(B) Awarding compensatory damages against QKD;

(C) Awarding consequential damages against QKD;

(D) Awarding punitive damages against QKD;

(E) Declaring that QKD has duties of defense, indemnification, contribution and to hold STEERFORTH and ANZAROOT free and harmless from any and all cost, expense or liability in connection with any claim against them, or either of them, arising out of the transactions or occurrences which are the subject matter hereof or of the Complaint, including, without limitation, STEERFORTH and ANZAROOT's costs of defense as well as any judgment or settlement which may be entered into herein;

(F) Declaring that QKD pay the costs of defense of this action (and any related actions) incurred by STEERFORTH and ANZAROOT; and

(F) Awarding STEERFORTH and ANZAROOT such other and further relief to which they, or either of them, may be entitled at law and in equity, including recovery of its costs and attorney's fees, or which this Court may otherwise deem just and proper.

Dated: New York, New York
March 22, 2013

GOLDBERG, CORWIN & GREENBERG, LLP

By: Zachary S. Goldberg
Zachary S. Goldberg, Esq.
zgoldberg@gcgllp.com
331 Madison Avenue, 15th Floor
New York, New York 10017
(212) 986-1000

*Attorneys for Defendants and Cross-claim Plaintiffs
STEERFORTH TRADING, INC.
and ISAAC ANZAROOT*